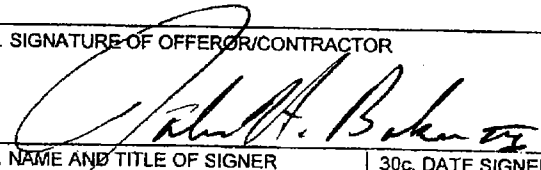
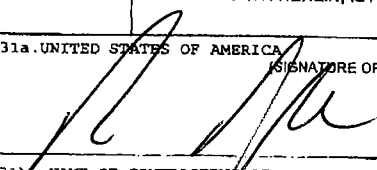


| | | | | | | | |
|--|--|---|--|--|--|--|--|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL | | | | 1. REQUISITION NUMBER W807PM-5255-6828 | | PAGE 1 OF | |
| OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND | | | | | | | |
| 2. CONTRACT NO. W912EE-05-D-0008 | | 3. AWARD/EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER W912EE-05-T-0056 | |
| 7. FOR SOLICITATION INFORMATION CALL: | | a. NAME ALICE W. SCOTT | | b. TELEPHONE NUMBER (No Collect Calls) (601)631-7906 | | 6. SOLICITATION ISSUE DATE 12-Sep-2005 | |
| 9. ISSUED BY VBURG CONSOL CONTRACTING OFC 4165 CLAY ST VICKSBURG MS 39183-3435 | | CODE W912EE | | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD: | | 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | |
| 15. DELIVER TO CONSTRUCTION DIV 4155 CLAY ST VICKSBURG MS 39183-3435 TEL: FAX: | | CODE | | 16. ADMINISTERED BY | | CODE | |
| 17a. CONTRACTOR/OFFEROR Thompson Engineering, Inc. 3707 Cottage Hill Rd. Mobile, AL 36609 TEL 251-666-2443 | | CODE FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY Disbursing Officer, USACE, Finance Center 5720 Integrity Drive Millington, TN 39054-5005 | | CODE | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE | | | | | |
| 19. ITEM NO. | | 20. SCHEDULE OF SUPPLIES/ SERVICES | | 21. QUANTITY | | 22. | |
| | | SEE SCHEDULE | | | | 23. UNIT PRICE | |
| | | | | | | 24. | |
| 25. ACCOUNTING AND APPROPRIATION DATA 96x31250000 082414 3230 1D472F OWDEMA NA 96224 | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$11,158,000.00 | | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED | | | | | | | |
| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. | | | | 29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR  | | 31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER  | | 31c. DATE SIGNED 20 Sep 05 | | | |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) John H. Baker, III, President | | 30c. DATE SIGNED 7-14-05 | | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ROBERT R BROWN | | TEL: EMAIL: | |

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

Reissued by Amendment 0001

| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL (CONTINUED) | | | | | | PAGE 2 OF 2 | |
|---|--|--------------------------------------|---|-----------------------|------------------|-------------|--|
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/ SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. | | |
| | SEE SCHEDULE Subcontracting Plan dated 19 Sep 05 is attached hereto and made a part thereof Contract No. W912EE-05-D-0008. | | | | | | |
| 32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____ | | | | | | | |
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | |
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | | 37. CHECK NUMBER | | |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | | |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | | | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 42a. RECEIVED BY (<i>Print</i>) | | | | | |
| | | 42b. RECEIVED AT (<i>Location</i>) | | | | | |
| | | 42c. DATE REC'D (YY/MM/DD) | | 42d. TOTAL CONTAINERS | | | |
| | | 41c. DATE | | | | | |

Section SF 1449 - CONTINUATION SHEET

SCHEDULE

ALL SERVICES TO BE PERFORMED IN ACCORDANCE WITH ATTACHED SPECIFICATIONS.

| ITEM NO | SUPPLIES/SERVICES | QTY | UNIT | UNIT PRICE | AMOUNT |
|---------|------------------------------|---------|------|------------|-----------------|
| 0001 | QUALITY ASSURANCE INSPECTION | 200,000 | HR | \$55.79 | \$11,158,000.00 |

HOURLY RATES ARE INCLUSIVE OF ALL TRAVEL AND PER DIEM

TOTAL \$11,158,000.00

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

Prepared for: Solicitation Number W912EE-05-T-0056
Quality Assurance Inspection Services
in Support of Hurricane Katrina in Mississippi

Submitted to: U.S. Army Engineer District Vicksburg
4155 Clay Street, Vicksburg, Mississippi 39183

Prepared by: Tom Clinton
Contract Administrator

Thompson Engineering
3707 Cottage Hill Road
Mobile, Alabama 36609
251-666-2443

Submitted: September 19, 2005

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by OFPP Policy Letter 80-2; FAR 52.219.8; FAR 52.219.9; DFAR 252.219-7003; Public Law 9-661, Section 1207; and , Public Law 100-180, Section 806.

1. Policy Statement: In accordance with established corporate policy procedure regarding development and use of small business enterprise subcontracting (copy of Corporate Policy attached):

To encourage small businesses, small disadvantaged businesses, women-owned and HUBZone small businesses, Thompson Engineering policy is to assist in the development of qualified subcontractors and suppliers from such businesses offering goods and services on a competitive basis. Thompson Engineering's goal for the use of small disadvantaged business concerns additionally includes subcontract opportunities with historically black colleges and universities and minority institutions. Thompson Engineering's small business, small disadvantaged business, women-owned and HUBZone small business participation shall conform to Public Laws as referenced below and shall apply to all procurement activities originating within the United States, territories or possessions of the United States, the District of Columbia, and the commonwealth of Puerto Rico. Thompson Engineering invites small businesses, small disadvantaged businesses, women-owned and HUBZone small businesses to perform commercially useful functions on all Federal contracts; and, on private industry contracts where such use creates quality and competitive advantage.

2. Subcontracting Goals:

- (a) The following goals (expressed in terms of planned subcontracting dollars and percentage of total planned subcontracting dollars) are applicable to the contract award under the solicitation cited:

| Total Dollar Value planned to be Subcontracted | Percent and Dollar Value of Total to Small Businesses | Percent and Dollar Value of Total to Small-Disadvantaged Businesses | Percent and Dollar Value of Total to Women-Owned Small Business | Percent and Dollar Value of Total to HUBZone | Percent and Dollar Value of Total to Small-Disadvantaged Veteran-Owned Small Business |
|--|---|---|---|--|---|
| \$9,825,045 | 45% \$4,421,270.25 | 15% \$1,473,756.75 | 4% \$393,001.80 | 0% | 0% |

** These are projected costs associated with services to be potentially subcontracted as listed below. The actual amounts may vary depending upon Client's Task Orders and requests for services.*

- (b) The following are the types of services and / or products anticipated for subcontracting under this contract effort, additional services and products will be considered depending on Client tasking:

Services:

- Construction Quality Assurance Inspection

Products:

- Occupational equipment
(safety gear, photo equipment and processing, specialty clothing)

- (c) The following subcontractors are an example of firms we have used in the past to satisfy subcontract requirements:

- (i) Small Business Concerns:

Cooley Dennis Denmon
Ridgeland, MS

Burle Engineers
Greenville, MS

(ii) Small Disadvantaged Business Concerns:

Andrew Jenkins
Jackson, MS

SL King
Mobile, AL

(iii) Women Owned Business Concerns:

Northwind, Inc.
Vicksburg, MS

3. Determination Methods:

Percentages and dollar goals are developed by evaluation of the type and number of potential subcontractors, vendors and suppliers available, by reference and evaluation of the applicability of Client desired (target) subcontracting goals, and by considering our history on similar projects. We examine as well resources within the local area who can supply materials or services required by the contract.

4. Developing Subcontract Resources:

It is the company policy to use small disadvantaged business whenever possible in a subcontract situation. We have searched out reputable firms that meet these criteria. We have worked with all of those businesses heretofore mentioned, and continue to **add to our company source lists as projects and tasks arise**. Through our involvement in civic and trade organizations, we publicize our desire to contract with small, small disadvantaged business, women owned business and SDVOSB.. Potential small, small disadvantaged, woman-owned, and HUBZone business concerns will also be developed through contact with the following agencies and sources:

- a. Minority Contractor Assistant Program MCAP)
- b. Chamber of Commerce
- c. Thompson's web site to be updated with links to *sba.gov* and other small business contracting resources on the World Wide Web
- d. The Small Business Administration's (SBA) Procurement Marketing and Access Network (PRO-Net)
- e. USAID references
- f. US Army Corps of Engineers References

5. Plan Administration: The following individual will administer the subcontracting program:

Name: Tom Clinton
Address: 3707 Cottage Hill Road, P.O. Box 9637, Mobile, AL 36691;
Telephone: (251) 666-2443
Title: Contract Administrator
e-mail: tclinton@thompsonengineering.com

This individual's specific duties, as they relate to the Thompson Engineering subcontracting program, are as follows:

General overall responsibility for Thompson Engineering's Small Business Program, including the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

- (a) Monitor existing Corporate Policy regarding development and use of 1207(a) small business concerns in subcontract opportunities for currency with regulations and this contract effort, and that demonstrate Thompson's support for awarding contracts and subcontracts to 1207(a) business concerns. Maintaining lists of small business, small disadvantaged business, women owned business and HUBZone business concerns from all possible sources, and SDVOSB.
- (b) Ensuring that procurement packages are structured to permit small, small disadvantaged business, and women owned business concerns to participate to the maximum extent possible.
- (c) Assuring inclusion of small, SDB, WOSB, HUBZone and SDVOSB concerns in all solicitations for products or services which they are capable of providing.
- (d) Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit SB, SDB, WOSB, HUBZone participation, and SDVOSB.
- (e) Ensuring periodic rotation of potential subcontractors on bidders list.
- (f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small, small disadvantaged business, women owned business concerns, HUBZone, and SDVOSB business concerns.
- (g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (h) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of P.L. 95-507.

Subcontracting Plan**Solicitation Number W912EE-05-T-0056**

- (j) Monitoring attainment of proposed goals. Thompson Engineering will include the clause contained at FAR 52.219-9, *"Utilization of Small Business Concerns"* in all subcontracts that offer further subcontracting opportunities. Thompson Engineering will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements at FAR 52.219-9.
- (k) Preparing and submitting periodic subcontracting reports required to allow the government to determine the extent of compliance by Thompson Engineering with the final Subcontracting Plan as negotiated and agreed upon. In addition, Plan Administrator will submit Standard Form (SF 294, Subcontracting Report for Individual Contracts, and/or SF-295 Summary Subcontract Report, in accordance with the instructions on the forms. Thompson will assure that its subcontractors agree to submit SF294 and 295 as applicable.
- (l) Coordinating the conduct of contractor's activities involving its small, small disadvantaged business, and women owned business subcontracting program.
- (m) Coordinating contractor's during conduct of compliance reviews by Federal Agencies.
- (n) Assure that small business, HUBZone small business, small disadvantaged business, and women-owned small business and SDVOSB concerns have an equitable opportunity to compete for subcontracts through public solicitation of individual contract opportunities, notices on the Internet, with the local SBA office, area Chambers of Commerce, Small Business Development Centers, SBA PRO-Net, market surveys, attendance at small business procurement conferences and trade fairs.

6. Equitable Opportunity: The following efforts will be taken to assure that small, small disadvantaged business, and women owned business concerns will HUBZone and SDVOSB have an equitable opportunity to compete for subcontract:

- (a) Outreach efforts will be made as follows:
 - (i) Contacts with minority and small business trade associations.
 - (ii) Contacts with business development organizations.
 - (iii) Attendance at small and minority business procurement conferences and trade fairs.
 - (iii) Sources will be requested from SBA's PRO Net system.
 - (iv) Conduct marketing surveys.

Subcontracting Plan**Solicitation Number W912EE-05-T-0056**

- (v) Use new Information technology (World Wide Web, e-mail lists, etc).
- (b) The following internal efforts will be made to guide and encourage buyers:
 - (i) Workshops, seminars and training programs will be conducted.
 - (ii) Activities will be monitored to evaluate compliance with this subcontracting plan.
- (c) Small, small disadvantaged business, women owned business, and HUBZone concern sources lists, guides and other data identifying small, small disadvantaged business, and women owned business concerns will be maintained and utilized by buyers in soliciting subcontractors.

7. Clause Flow Down: Thompson Engineering agrees that the clause entitled "*Small Business and Small Disadvantaged Business Subcontracting Plan*" will be included in all subcontracts which offer further subcontracting opportunities, and all subcontractors, except small business concerns who receive subcontracts in excess of \$1 million for construction of a public facility or \$500,000 for all others, will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assure that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small, small disadvantaged business, and women owned business and SDVOSB prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractor's facilities or location to review applicable records and subcontracting program progress. Thompson Engineering understands we will not be relieved of our obligation to review and approve our subcontractor's plans.

8. Reporting: Thompson Engineering agrees to submit forms 294 and 295 in accordance with the forms. We will cooperate in any studies or surveys as may be required by the contracting agency or Small Business Administration in order to determine the extent of compliance with the subcontracting planned and with the clause entitled "*Small Business and Small Disadvantaged Business Subcontracting Plan*" contained in the contract. We will assure subcontractor compliance and that subcontractors agree to submit these same forms.

9. Records: Thompson Engineering agrees that to maintain at least the following types of records to document compliance with this subcontracting plan:

- (a) Small, Small Disadvantaged Business, Women Owned Business Concern and HUBZone and SDVOSB Source lists, guides and other data identifying SP/SDBC vendors.
- (b) Copies of subcontractor's representations concerning their status as small, small disadvantaged business, women owned business concerns, HUBZone and SDVOSB written and dated during the current fiscal year.
- (c) A list of organization contacted for small and disadvantaged business sources.
- (d) On a contract-by-contract basis, Thompson will record on all subcontract solicitations over \$100,000, indicating on each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) Whether women owned business concerns were solicited, and if not, why not; (4) Whether HUBZone business concerns were solicited, and if not, why not; (5) whether SDVOSB concerns were solicited, and if not, why not; (6) reasons for the failure of solicited small or small disadvantaged business, WOSB, or HUBZone business concerns to receive the subcontract award.
- (e) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc. Attendance at small and minority business procurement conference and trade fairs. Records of subcontractors activities to support the program's requirements.
- (f) Records to support internal activities to guide and encourage buyers: Workshops, seminars, training programs, etc. Records of monitoring activities to evaluate internal compliance with the Program's requirements.
- (g) On a contract-by-contract basis, records to support subcontract award data to include name and address of subcontractor.
- (h) Records to be maintained in addition to the above are as follows:

10. Subcontract considerations: In order to effectively implement this plan to the extent consistent with efficient contract performance, Thompson Engineering shall perform the following functions:

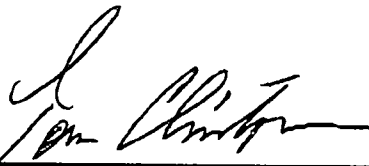
- (a) Assist small business, HUBZone small business, small disadvantaged business, women-owned small business concerns and SDVOSB by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the lists of potential small business, HUBZone

small business, small disadvantaged business, women-owned small business and SDVOSB subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

- (b) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business and SDVOSB firms.
- (c) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business, women-owned small business firms and SDVOSB.
- (d) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged or women-owned small business and SDVOSB for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

This plan has been prepared for submittal IAW Public Law 95-507 as implemented by OFPP Policy Letter 80-2; FAR 52.219.8; FAR 52.219.9; DFAR 252.219-7003; Public Law 9-661, Section 1207; and , Public Law 100-180, Section 806 regarding contract DACA01-99-R-0080, IDC for Support to the Mobile District Construction Division's Construction Management Activities Primarily for the Central and South Alabama Area Offices.

Signed: _____



Typed Name: Tom Clinton

Title: Contract Administrator

Date: 19 September 2005

To be completed by the Agency

Plan Accepted by: _____
Contracting Officer

Date: _____

SECTION C

SCOPE OF WORK QUALITY ASSURANCE INSPECTION SERVICES IN SUPPORT OF HURRICANE KATRINA IN MISSISSIPPI

PART 1 GENERAL REQUIREMENTS

1.1 Employee Supervision and non-personal services:

Contractor shall furnish sufficient technical, supervisory and administrative personnel to ensure the expeditious accomplishment of the work specified in this Scope of Work (SOW). Additionally, the contractor shall furnish all services, materials, supplies, equipment, housing and travel required to meet the requirements of this Scope of Work.

Government contract quality assurance is conducted before acceptance by or under the direction of Government personnel, FAR 46.102(c).

1.2 Key Personnel

The contractor shall accept directions only from the Contracting Officer or the Contracting Officer Representation (COR). Contractor's Project Manager will coordinate with the COR. The COR for this work is Jimmy Waddle. The contractor will be provided with credentials identifying them as personnel under contract by the U.S. Army Corps of Engineers (COE). Contractor shall not identify themselves as Government employees.

PART 2 SPECIFIC REQUIREMENTS

2.1 GENERAL STATEMENT OF SERVICES

2.1.1 In support of Hurricane Katrina the contractor shall provide up to 300 quality assurance inspectors (QAs) for up to 180 days each as defined by task orders to be issued against this contract. The QAs will be responsible for supplying the Government with daily reports in the southern Mississippi area. Work will be performed 12 hours per day, 7 days per week. This work supports the debris clearance, removal and reduction mission for Hurricane Katrina recovery efforts in Mississippi as well as temporary roofing and may also include work of general construction projects. These services shall include identification of unit quantities of debris to be hauled, identification of quantities of debris and/or roofing, and other construction work as well as daily reports for work inspected. The contractor shall provide QA services to meet the requirements defined herein as requested for the duration of any and all task orders issued under this contract. An Accident Prevention Plan (APP) is required and shall be prepared in accordance with the current edition of EM 385-1-1 and all changes at the time of this solicitation. The APP shall be submitted to the Government Designated Authority (GDA).

2.2 SCOPE OF WORK: The scope of work shall include the items listed below.

2.2.1 Debris Removal Inspection

2.2.1.1 Completion of debris load tickets with proper distribution of copies.

2.2.1.2 Inspection of debris contractor's work to verify conformity with requirements of his contract.

2.2.1.3 Promptly report to the Area Engineer, observed variances from the contract requirements. Contractor personnel shall not give any instructions to the debris contractor.

2.2.1.4 Maintain inspection records. Prepare reports of inspections, identifying items that have been satisfactorily inspected, and those which require correction in accordance with established guidelines.

2.2.1.5 Assist the Area Engineer in dealings with officials of other agencies (Federal and/or State) who are vested with authority to enforce requirements of the Occupational Safety and Health Act of 1970, and the U.S. Army Corps of Engineers Safety Manual, EM 385-1-1, latest edition.

2.2.1.6 Daily totaling of debris load tickets and completion of a daily inspection report showing the quantity of debris hauled during the day.

2.2.2 Temporary Roofs

2.2.2.1 Completion of preconstruction surveys to determine amount of damaged roof and document the damage.

2.2.2.2 Assure that Right of Entry (ROE) documents are completed for any roof being worked.

2.2.1.3 Promptly report to the Area Engineer, observed variances from the contract requirements. Contractor personnel shall not give any instructions to the roofing contractor

2.2.2.4. Maintain inspection records. Prepare reports of inspections, identifying items that have been satisfactorily inspected, and those which require correction in accordance with established guidelines.

2.2.3 General Construction Inspection

2.2.3.1 Participation in the Corps of Engineers Quality management system in a Quality Assurance role, monitoring contractors Quality Control personnel and spot checking final quality for compliance with construction contract specifications

2.2.3.1 Use of Resident Management System (RMS) to enter daily reports on each project for each day.

2.2.1.3 Promptly report to the Area Engineer, observed variances from the contract requirements. Contractor personnel shall not give any instructions to the roofing contractor

2.3 PAYMENTS

2.3.1 The contractor shall prepare and submit requests for payment using ENG Form 93. Such form may be found at <http://www.usace.army.mil/inet/usace-docs/forms/>. All ENG Form 93 shall be submitted for payment processing to U.S. Army Corps of Engineers, Vicksburg District, ATTN: John Barnes, ED, 4155 E. Clay Street, Vicksburg, MS 39183.

2.4 TRAINING REQUIREMENTS

2.4.1 QAs shall be required to participate in onsite Government provided training for Quality Assurance inspector's duties and responsibilities, which may include video presentations and/or hard copy training materials. The initial meeting location will be the Corps of Engineers District HQ in Vicksburg Mississippi, same as address as listed in PAYMENTS paragraph.

2.5 QUALIFICATIONS OF PERSONNEL

All personnel assigned under this contract shall, as a minimum, possess a high school diploma and have 2 years of general experience in the construction or hurricane response fields and additional 2 years experience in a similar type of work to that on which they are assigned under this contract.

2.6 STANDARD OPERATING PROCEDURE

The contractor shall be required to follow the attached standard operating procedures for QA personnel.

2.6.1 Personnel must wear proper safety attire, in accordance with EM 385-1-1 including proper footwear, long trousers (no shorts) and shirt with sleeves (no tank tops). Hard hats shall be worn.

2.6.2 Vehicles must be provided by the contractor for his personnel.

2.6.3 Contractor personnel shall not wear Corps of Engineers insignia or the insignia of any other Federal agency.

2.6.4 Contractor shall hold regular safety and quality meetings to verify they are meeting the requirements in accordance with EM 385-1-1 and EP 715-1-2.

2.6.5 Ensure that all newly assigned QA personnel are trained prior to commencement of work. Initial training briefing must cover safety compliance as well as quality assurance in accordance with EP 715-1-2 and OSHA Safety Standards.

2.6.6 The contractor shall prepare debris load tickets pursuant to the training received from the COE and shall submit tickets for COE approval/signature. Similar procedures will be followed for temporary roofs and for general construction inspection.

2.6.7 Contractor shall prepare ENG Form 2538, the QA Daily Log of construction on a daily basis.

2.7 PERIOD OF PERFORMANCE: All work and services under this contractor shall be accomplished by 30 Sep 2006.

CONTRACT ADMINISTRATION DATA

One complete copy of invoice initiated for payment under this contract shall be submitted to:

U.S. Army Engineer District, Vicksburg
ATTN: CEMVK-CD-C
4155 Clay Street
Vicksburg, MS 39183-3435

See Contract Clause 52.212.-4, CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (MAY 1999), paragraph (g), Invoice, for proper format to submit invoices.

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31250000 082414 32301D472F0WDEMA NA 96224
COST CODE: 000000000000
AMOUNT: \$200,000.00

52.00-4163 TASK ORDER LIMITATIONS

- a. Minimum order. There is no minimum order under this contract.
- b. Maximum order. The maximum total for any one task order under this contract is \$11,158,000.00.
- c. Notwithstanding paragraph b. above, the Contractor shall honor any order exceeding the maximum order limitation in paragraph b., unless that order is returned to the ordering officer within 10 days after issuance, with written notice of the Contractor's intent to not provide the required services called for and the reasons. Upon receiving this notice, the Government may acquire the service from another source. (Dev. FAR 52.216-19)

52.0000-4220 ISSUANCE OF TASK ORDERS

Individual Task Orders issued under this contract may be signed by any Contracting Officer of this agency within the authority of their warrant.

52.00-4223 DESIGNATED BILLING OFFICE

The designated billing office for this contract shall be:
U.S. Army Engineer District, Vicksburg
ATTN: CEMVK-CD
4155 Clay Street
Vicksburg, Mississippi 39183-3435

52.00-4600 REMIT TO ADDRESS

The Federal Acquisition Regulation requires that the "REMIT TO" address on the invoice match the "REMIT TO" address on the contract or a proper notice of assignment. The Payment Office will verify a match of the "REMIT TO" address in the contract and contractor's invoice prior to payment. If the addresses do not match, the invoice will be determined improper and returned to the contractor for correction and resubmission. If an invoice is improperly returned, the original invoice receipt date shall be used as the basis for determining interest to be paid in accordance with the PROMPT PAYMENT ACT.

52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or

task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of award through 365 days thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after the expiration date of this contract.

(End of clause)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor’s CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

(a) *Definition*: "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may --

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may --

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of Clause)

52.0000-4014 MINIMUM REQUIRED INSURANCE (Lcl 52.0000-4014)

(The following clause is applicable if the services involved are performed on a Government installation. Government installation is defined as property where the Government holds by fee simple title, by construction right-of-way, or perpetual easement, etc., an interest in real property.) See Special Clause entitled "INSURANCE - WORK ON A GOVERNMENT INSTALLATION."

a. WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE.

Contractor shall comply with all applicable workmen's compensation Statutes of the State of Mississippi, and shall furnish evidence of Employer's Liability Insurance in an amount of not less than \$100,000.

b. GENERAL LIABILITY INSURANCE. Bodily injury liability insurance in the minimum limits of \$500,000 per occurrence on the comprehensive form of policy and property damage insurance of \$20,000 per occurrence on the comprehensive form of policy.

c. AUTOMOBILE LIABILITY INSURANCE. Minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. This insurance shall be on the comprehensive form of policy and shall cover the operation of all automobiles used in the performance of the contract.

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2003)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The

Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This

paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Central Contractor Registration (CCR). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (APR 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jul 1995), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

NA (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

NA (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

NA (4) (i) 52.219-5, Very Small Business Set-Aside (June 2003)(Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

NA (ii) Alternate I (Mar 1999) of 52.219-5.

NA (iii) Alternate II (June 2003) of 52.219-5.

NA (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

NA (ii) Alternate I (Oct 1995) of 52.219-6.

NA (iii) Alternate II (Mar 2004) of 52.219-6.

NA (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

NA (ii) Alternate I (Oct 1995) of 52.219-7.

NA (iii) Alternate II (Mar 2004) of 52.219-7.

XX (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

XX (8) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2002)(15 U.S.C. 637 (d)(4)).

NA (ii) Alternate I (Oct 2001) of 52.219-9.

NA (iii) Alternate II (Oct 2001) of 52.219-9.

NA (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

NA (10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (June 2003)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

NA (ii) Alternate I (June 2003) of 52.219-23.

NA (11) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Oct 1999)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (12) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

NA (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

NA (14) 52.222-3, Convict Labor (June 2003)(E.O. 11755).

NA (15) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (June 2004) (E.O. 13126).

XX (16) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

XX (17) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

XX (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

XX (19) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).

XX (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

XX (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

NA (22) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000)(42 U.S.C. 6962(c)(3)(A)(ii)).

NA (ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

NA (23) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).

NA (24) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Jan 2005)(41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

NA (25) 52.225-5, Trade Agreements (Jan 2005)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

XX (26) 52.225-13, Restrictions on Certain Foreign Purchases (Mar 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

NA (27) 52.225-15, Sanctioned European Union Country End Products (Feb 2000)(E.O. 12849).

NA (28) 52.225-16, Sanctioned European Union Country Services (Feb 2000)(E.O. 12849).

NA (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

NA (30) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

XX (31) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).

NA (32) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).

NA (33) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).

NA (34) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

NA (35) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003)(46 U.S.C. 1241 and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

XX (1) 52.222-41, Service Contract Act of 1965, as Amended (May 1989)(41 U.S.C. 351, *et seq.*).

XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

NA (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (May 1989)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

XX (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

NA (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989)(41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or

maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Apr 2003)(46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64,

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2005)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

XX 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

XX 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

NA 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

| | | |
|-----------|--------------|--|
| <u>NA</u> | 252.219-7004 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note). |
| <u>NA</u> | 252.225-7001 | Buy American Act and Balance of Payments Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582). |
| <u>XX</u> | 252.225-7012 | Preference for Certain Domestic Commodities (JUN 2004) (10 U.S.C. 2533a). |
| <u>NA</u> | 252.225-7014 | Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a). |
| <u>NA</u> | 252.225-7015 | Restriction on Acquisition of Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a). |
| <u>NA</u> | 252.225-7016 | Restriction on Acquisition of Ball and Roller Bearings (MAY 2004) (___ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Pub. L. 104-61 and similar sections in subsequent DoD appropriations acts). |
| <u>NA</u> | 252.225-7021 | Trade Agreements (JAN 2005) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). |
| <u>NA</u> | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779). |
| <u>NA</u> | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755). |
| <u>NA</u> | 252.225-7036 | Buy American Act--Free Trade Agreements--Balance of Payments Program (JAN 2005) (___ Alternate I) (JAN 2005) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). |
| <u>NA</u> | 252.225-7038 | Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)). |
| <u>NA</u> | 252.226-7001 | Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts). |
| <u>NA</u> | 252.227-7015 | Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320). |
| <u>NA</u> | 252.227-7037 | Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321). |
| <u>NA</u> | 252.232-7003 | Electronic Submission of Payment Requests (JAN 2004) (10 U.S.C. 2227). |
| <u>XX</u> | 252.243-7002 | Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410). |
| <u>XX</u> | 252.247-7023 | Transportation of Supplies by Sea (MAY 2002) (___ Alternate I) (MAR 2000) (___ Alternate II) (MAR 2000) (___ Alternate III) (MAY 2002) (10 U.S.C. 2631). |
| <u>XX</u> | 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631). |

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

| | |
|--------------|---|
| 252.225-7014 | Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a). |
| 252.247-7023 | Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631). |
| 252.247-7024 | Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631). |

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only :It is not a Wage Determination

| Employee Class | Monetary Wage -- Fringe Benefits |
|----------------|----------------------------------|
| | |

(End of Clause)

FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2003) (DEVIATION)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services, if any Executive order administered by OFAC, or OFAC's regulations set forth at 31 CFR Chapter V would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports into the United States from North Korea. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons. More information about these restrictions as well as updates with respect to restrictions imposed after April 2003, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.245-1 PROPERTY RECORDS (APR 1984)

The Government shall maintain the Government's official property records in connection with Government property under this contract. The Government Property clause is hereby modified by deleting the requirement for the Contractor to maintain such records.

(End of Clause)

52.245-2 GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (MAY 2004)

(a) *Government-furnished property.*

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.*

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or(ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any --

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) of this clause; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) *Title in Government property.*

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to

Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract --

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon --

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.*

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Risk of loss.* Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for --

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Government property disposal.* Except as provided in paragraph (i)(1)(i), (i)(2), and (i)(8)(i) of this clause, the Contractor shall not dispose of Government property until authorized to do so by the Plant Clearance Officer.

- (1) *Scrap (to which the Government has obtained title under paragraph (c) of this clause).--*
 - (i) *Contractor with an approved scrap procedure.--*

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) *Contractor without an approved scrap procedure.* The Contractor shall submit an inventory disposal schedule for all scrap.

(2) *Pre-disposal requirements.* When the Contractor determines that a property item acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, is no longer needed for performance of this contract, the Contractor, in the following order of priority:

- (i) May purchase the property at the acquisition cost.
 - (ii) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable a reasonable restocking fee that is consistent with the supplier's customary practices)
 - (iii) Shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not purchased under paragraph (i)(2)(i) of this clause, could not be returned to a supplier, or could not be used in the performance of other Government contracts.
- (3) *Inventory disposal schedules.*--(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--
- (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of that contract; and
 - (B) Property acquired or produced by the Contractor, to which the Government has obtained title under paragraph (c) of this clause, that is no longer required for performance of that contract.
- (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.
- (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--
- (A) Special test equipment with commercial components;
 - (B) Special test equipment without commercial components;
 - (C) Printing equipment;
 - (D) Computers, components thereof, peripheral equipment, and related equipment;
 - (E) Precious Metals;
 - (F) Nonnuclear hazardous materials or hazardous wastes; or
 - (G) Nuclear materials or nuclear wastes.
- (iv) Property with the same description, condition code, and reporting location may be grouped in a single line item. The Contractor shall describe special test equipment in sufficient detail to permit an understanding of the special test equipment's intended use.
- (4) *Submission requirements.* The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--(i) Thirty days following the Contractor's determination that a Government property item is no longer required for performance of the contract; (ii) Sixty days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or (iii) One hundred twenty days, or such longer period as may be approved by the Plant Clearance Officer, following contract termination in whole or in part.
- (5) *Corrections.* The Plant Clearance officer may require the Contractor to correct an inventory disposal schedule or may reject a schedule if the property identified on the schedule is not accountable under this contract or is not in the quantity or condition indicated.

(6) *Postsubmission adjustments.* The Contractor shall provide the Plant Clearance Officer at least 10 working days advance written notice of its intent to remove a property item from an approved inventory disposal schedule. Unless the Plant Clearance Officer objects to the intended schedule adjustment within the notice period, the Contractor may make the adjustment upon expiration of the notice period.

(7) *Storage.*--(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to provide disposal instructions within 120 days following acceptance of an inventory disposal schedule might entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day. (ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises at which the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability under this contract for such property.

(8) *Disposition instructions.*--(i) If the Government does not provide disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures. (ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Government property as directed by the Plant Clearance Officer. The Contractor shall remove and destroy any markings identifying the property as Government property prior to disposing of the property. (iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. Any equitable adjustment incident to the Contracting Officer's direction to demilitarize Government property shall be made in accordance with paragraph (h) of this clause.

(9) *Disposal proceeds.* The Contractor shall credit the net proceeds from the disposal of Government property to the price or cost of work covered by this contract or to the Government as the Contracting Officer directs.

(10) *Subcontractor inventory disposal schedules.* The Contractor shall require a subcontractor that is using property accountable under this contract at a subcontractor-managed site to submit inventory disposal schedules to the Contractor in sufficient time for the Contractor to comply with the requirements of paragraph (i)(4) of this clause.

(j) *Abandonment of Government property.*--

(1) The Government will not abandon sensitive Government property without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place at which time all obligations of the Government regarding such abandoned property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>
<http://farsite/hill/af/mil>
<http://www.disc.mil/dfars>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

a. Additional Subcontracting Reporting Requirements.

SPECIAL SMALL BUSINESS/LOCAL BUSINESS REPORTING REQUIREMENT: In addition to other contract requirements of this contract,

contractor shall, as a part of its subcontract program management and subcontracting plan, submit a report within 7 days of contract award, and weekly thereafter for the first 90 days of contract performance. Thereafter, reports will be submitted monthly. The report shall include information on all subcontract work awarded. Report format may be selected by the contractor, but as a minimum, the report shall include total dollars awarded on the contract to date to each of the following categories: large business, small business, small disadvantaged business, HUBZone small business, women-owned small business, service-disabled veteran-owned small business, veteran owned small business, , Historically Black Colleges/Minority Institutions.

Also report total dollars awarded to local businesses in each of the following categories large business, small business, small disadvantaged business, HUBZone small business, women-owned small business, service-disabled veteran-owned small business, veteran owned small business, Historically Black Colleges/Minority Institutions. ***An example report form is included as a part of this award.*** Report shall be submitted in one (1) copy to the Contracting Officer, Vicksburg Consolidated Contracting Office, Construction and Architecture-Engineer Branch, ATTN: Katrina Subcontracting Reports, Vicksburg, Mississippi 39183-3435. **Other reporting requirements of this contract remain unchanged.**

**SPECIAL SMALL BUSINESS/LOCAL BUSINESS REPORTING REQUIREMENT
EXAMPLE FORM**

Contract number _____

Report As Of _____

Contractor Name _____

Report total dollars subcontracted to date in each category

| Subcontractor Name | Sub Loc | Type of Work (NAICS) | Larg e | Small | SDB | WOSB | HUBZone | Vet Owned | SDV | HBCU / MI |
|--------------------|---------|-----------------------|--------|-------|-----|------|---------|-----------|-----|-----------|
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| | | | | | | | | | | |
| | | Total | | | | | | | | |

Retain auditable records, and submit 294/295 Reports as required by subcontracting provisions

LOCAL CONTRACT REPORTING **NOTE, values reported here are a PART OF values reported in the total subcontract awards above

Report dollars subcontracted to local firms to date in each category

| Subcontractor Name | Sub Loc | Type of Work (NAICS) | Larg e | Small | SDB | WOSB | HUBZone | Vet Owned | SDV | HBCU / MI |
|--------------------|---------|-----------------------|--------|-------|-----|------|---------|-----------|-----|-----------|
| | | | | | | | | | | |
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| | | | | | | | | | | |
| | | Total | | | | | | | | |

b. Subcontracting Plan dated 19 September 2005, is attached hereto and made a part thereof Contract No. W912EE-05-D-0008.

Wage Determination No: 1991-0101 follows:

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

William W. Gross
Director

Division of Wage
Determinations

Wage Determination No: 1991-0101
Revision No: 17
Date Of Revision: 06/16/2004

NATIONWIDE: Applicable in the continental U.S. only.
MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota,
Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin.
NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New
Jersey, New York, Pennsylvania, Rhode Island, and Vermont.
SOUTHERN REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida,
Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina,
Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia.
WESTERN REGION: Arizona, California, Colorado, Idaho, Montana, Nevada, New
Mexico, Oregon, Utah, Washington, Wyoming.

****Fringe Benefits Required Follow the Occupational Listing****

Employed on U.S. Army contract for quality assurance inspections of Corps'
projects.

| OCCUPATION CODE - TITLE | MINIMUM WAGE RATE |
|---|-------------------|
| (not set) - Quality Assurance Representative I | |
| Midwest Region | 11 .80 |
| Northeast Region | 12 .44 |
| Southern Region | 11 .93 |
| Western Region | 12 .40 |
| (not set) - Quality Assurance Representative II | |
| Midwest Region | 14 .65 |
| Northeast Region | 15 .10 |
| Southern Region | 15 .09 |
| Western Region | 15 .29 |
| (not set) - Quality Assurance Representative III | |
| Midwest Region | 17 .43 |
| Northeast Region | 16 .99 |
| Southern Region | 16 .35 |
| Western Region | 17 .44 |
| (not set) - Scale Operator | |
| Midwest Region | 9 .66 |
| Northeast Region | 10 .72 |
| Southern Region | 9 .73 |
| Western Region | 11 .73 |
| (not set) - Supervisory Construction Representative | |
| Midwest Region | 23 .39 |
| Northeast Region | 23 .80 |
| Southern Region | 24 .03 |
| Western Region | 24 .19 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.59 an hour or \$103.60 a week or \$448.93 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE
{Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract.

{See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Quality Assurance Representative I

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping

and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work methods, explaining standard requirements of plans and specifications, and informing the contractor of inspection results.

Quality Assurance Representative II

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications. Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

Quality Assurance Representative III

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty, that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

Scale Operator

Serves as a truck scale operator during periods of stone placement activities under the direct supervision of the on site Quality Assurance Representative. In accordance with established policies, procedures, manuals and standard operating practices, incumbent is responsible for weighing, and recording stone delivered and placed in the work by truck.

Supervisory Construction Representative

A Supervisory Construction Representative serves as coordinator for construction quality assurance personnel with the responsibility for providing technical and administrative leadership over assigned construction quality assurance activities within the scope of this contract. The Supervisory Construction Representative plans, organizes, coordinates and supervises the work activities of the Quality Assurance Representatives assigned to a variety of construction and related projects. He coordinates

the activities of the Quality Assurance Representatives assigned the construction contract work to ensure adequate coverage of all related construction with deadlines, contractor conformance to Quality Control Plan and reporting procedures, and efficiency of operations relative to said construction contracts. The Supervisory Construction Representative explains work requirements and issues any special instructions as necessary and renders advice and assistance to Quality Assurance Representatives on unusual or non-routine matters, practices and standards. He performs a variety of personnel management functions such as overseeing attendance, participates in setting performance standards, resolves informal complaints, orients new employees and provides training.